farther than the principle contended for in the dissenting opinion, and adopt the more general equity rule, directly giving effect to the contract for the transfer of an expectancy, so long as it has been entered into fairly?

CARRIERS—BAGGAGE—UNNECESSARY FOR PASSENGER TO TRAVEL ON TICKET. —P purchased a ticket for passage on D's railroad from Addyston to Cincinnati. From the latter place she could take D's through train, which did not stop at Addyston, to her destination in Michigan. She checked her trunk in the evening, intending herself to follow the next morning. It being more convenient, however, to take an interurban to Cincinnati, she did this and destroyed the ticket for passage on D's road. At Cincinnati she bought a ticket over D's road to Michigan. On arrival at her destination it was discovered that her trunk had been stolen from D's station at Addyston on the preceding evening. In a suit by P it was *held*, that when she purchased the ticket over D's road and checked her trunk the relation was in effect that of passenger and carrier, and D was liable as an insurer for the subsequent loss, though P did not travel on her ticket. *Caine* v. *Cleveland, C., C. & St. L. Ry. Co.* (Mich., 1921), 185 N. W. 765.

The rule upheld by the earlier cases on this subject seems to have been that the passenger must accompany his baggage. *The Elvira Harbeck*, 2 Blatchf. 336; *Graffam* v. *Boston & Maine R. Co.*, 67 Me. 234; 3 HUTCHINSON, CARRIERS (Ed. 3), § 1275. "Baggage implies a passenger who intends to go upon the train with his baggage." *Marshall* v. *Pontiac, O. & N. R. Co.*, 126 Mich. 45, 55 L. R. A. 650. In that case one purchased a ticket for the sole purpose of checking his baggage, later selling the ticket, and it was held that the railroad was only liable as a gratuitous bailee. The holding was not free from criticism, and though approved and followed by some courts—*Perry* v. *Seaboard Air Line Ry. Co.*, 171 N. C. 158; *Carlisle* v. *Grand Trunk R. W. Co.*, 25 Ont. L. Rep. 372; *Wood* v. *M. C. R. R. Co.*, 98 Me. 98—it was disapproved and repudiated by others—*McKibbin* v. *Wisconsin C. R. Co.*, 100 Minn. 270; *Alabama Gt. Southern R. Co.* v. *Knox*, 184 Ala. 485, 12 MICH. L. REV. 409. See also *Larned* v. *Central R. Co.*, 81 N. J. L. 571, 9 MICH. L. REV. 707. In the principal case the question arose for the first time in Michigan since the decision of the *Marshall* case twenty years before. Four justices undertook to distinguish the cases on the ground that in the *Marshall* case the loss occurred at the destination, the plaintiff not being there to receive the baggage, while in the principal case the loss at the point where the trunk was accepted, the plaintiff being ready at the destination to receive it; and on the further ground that in the *Marshall* case the plaintiff intended to deceive the railroad as to his riding on its train, while here there was no evidence of deception. Four justices considered the *Marshall* case as squarely overruled. The cases might have been further distinguished on the ground that in the *Marshall* case the plaintiff had sold his ticket and was having his baggage carried without cost to himself, while here the plaintiff destroyed her ticket and was fully paying the railroad for its service in transporting her baggage. Under

the old methods of transportation there was some reason for saying that a passenger must accompany his baggage so that he might look after it in case of emergency or immediately claim it on his arrival at his destination. But in modern times the reasons for the old rule no longer apply. Baggage is in the exclusive control of the carrier and is often not even carried on passenger trains. The carrying of baggage is no longer a matter of grace, but is a distinct duty of the carrier, and a ticket entitles the purchaser not only to be carried but to have his baggage carried as well. Having paid both privileges, it is difficult to see why the buyer must avail himself of both to have the benefit of one. See *Alabama Gt. Southern R. Co.* v. *Knox, supra.*

CONTRACTS—AGENCY—IS AUTHORIZATION TO SELL LAND ON COMMISSION A MERE REVOCABLE OFFER.—Action for breach of contract: P (a broker) alleged as the basis of the contract that he had received from D a written instrument giving him "exclusive sale" of certain property, and that he had spent time and money in reasonable efforts to procure a purchaser. The instrument in question was entitled a "contract" in its head-note, but it was simply an exclusive authorization to sell on commission basis (no time limit set), and was signed solely by D. *Held,* facts sufficiently set out a contract. *Harrison* v. *McPherson* (Conn., 1922), 115 Atl. 723.

The court regarded the instrument as an offer of employment, and the work and expense undergone in reliance thereon as an acceptance. The propriety of the holding must depend upon what sort of a contract and acceptance the offer contemplated. If it merely contemplated a unilateral contract to pay a certain commission in case P produced a purchaser, then there was no contract formed for lack of both acceptance and consideration. But the offer might in substance and effect, even though not expressly, be to pay a certain commission in case of sale if the broker put the property on his books or in his lists or advertisements, etc. Here also the offer would contemplate a unilateral contract, but the act of acceptance would be the preliminary work of listing the property, or doing whatever else the offer called for. If the instant case had been decided on the construction of the particular offer involved, we might question the validity of the court's construction, but not of the law laid down. In this event it would simply be in line with the strong desire courts in general seem to manifest in working out a valid contractual basis in these brokerage cases. *Goward* v. *Waters,* 98 Mass. 596; *Attix* v. *Phelan,* 5 Iowa 336; *Axe* v. *Tolbert,* 179 Mich. 556; *Rowan* v. *Hull,* 55 W. Va. 335. It does not appear, however, that the court put its decision upon the construction of the particular offer made by this defendant. Apparently the court lays down the broad rule that where an authority to sell on commission is given, and the offeree makes a reasonable effort to procure a purchaser and spends time and money in so doing, there is a contract formed that requires the offer of commission to be kept open for the time stipulated, or, if none is stipulated, for a reasonable time. The exact basis and nature of this contract is not clear. It certainly is somewhat difficult to square with the general theory governing